

**THE COMMONWEALTH OF MASSACHUSETTS
ADMINISTRATIVE OFFICE OF THE PROBATE AND FAMILY COURT**

REQUEST FOR PROPOSALS

**FOR DEVELOPING STANDARDS FOR EVALUATIONS AND REPORT WRITING
FOR GUARDIANS AD LITEM/EVALUATORS PURSUANT TO G.L. c. 215, § 56A**

DATE ISSUED: FEBRUARY 23, 2004

To Prospective Vendors:

By this Request for Proposals (RFP), the Administrative Office of the Probate and Family Court Department of the Commonwealth (hereinafter referred to as the AOPFC) is soliciting bid proposals from qualified vendors for **developing standards for evaluations and report writing for guardians ad litem/evaluators (hereinafter referred to as GAL/Evaluators) as described in the SCOPE OF SERVICES "ATTACHMENT A"** in accordance with the specifications and conditions enclosed herein. At the conclusion of this RFP process, the AOPFC plans for the contract with the selected vendor to have a **five (5) month term, commencing on March 29, 2004 and ending on August 31, 2004.**

The AOPFC reserves the right to amend, alter or revoke this RFP at any time and in any manner.

In order to be considered, all bid proposals must be prepared in accordance with the provisions of this RFP. Proposals must be **RECEIVED** prior to **4:00 P.M. on March 12, 2004**. **Any proposals received after said submission deadline will not be accepted by the AOPFC.** Proposals are to be submitted to the following address:

Attn.: Mark Quigley, Administrative Attorney
Administrative Office of the Probate and Family Court
Two Center Plaza, Suite 210
Boston, MA 02108

Any inquiries regarding the bidding process or specifications for this proposal must be in writing and should be directed to Mark Quigley at the above address or via facsimile (617) 788-8995. Inquiries must be mailed, hand-delivered or faxed. Vendors are solely responsible for timely submission to and receipt by Attorney Quigley of questions concerning this RFP.

ONLY WRITTEN INQUIRES WILL BE ADDRESSED. ONLY WRITTEN RESPONSES WILL BE BINDING ON THE AOPFC. WRITTEN INQUIRIES AND RESPONSES WILL BE POSTED ON www.state.ma.us/courts

The successful vendor will be expected to sign a contract with the AOPFC. This contract will include the Commonwealth Terms and Conditions form, the Commonwealth Standard Contract

Form, and additional standard Trial Court contract provisions. See attached Appendix for the Commonwealth Terms and Conditions, the Commonwealth Standard Contract Form and the additional standard Trial Court contract provisions.

This RFP has been distributed electronically using the Comm-PASS system <http://www.comm-pass.com> and on <http://www.state.ma.us/courts>. RFP attachments that are referenced will be found either as a separate .pdf file along with the RFP, or are found in the “Forms and Information” section at: <http://www.comm-pass.com/comm-pass/forms.asp> or at the AOPFC. Bidders are solely responsible for obtaining and completing required attachments that are identified in this RFP. The AOPFC accepts no liability and will provide no accommodation to bidders who fail to check for an amended RFP and submit inadequate or incorrect responses that do not adhere to the amended RFP. Bidders are advised to check the “last change” field on the summary page of RFP’s for which they intend to submit a response to ensure that they have the most recent RFP files. The bidder may not alter the RFP or its components except for those portions intended to collect the bidder’s response (cost pages, etc.). Modifications to the body of the RFP, specifications, terms and conditions, or which change the intent of this RFP are prohibited and may disqualify a response.

It is Trial Court policy that all bids or proposals received and reviewed in connection with this RFP shall be open to reasonable public inspection. Such inspection shall only be allowed subsequent to the selection of a vendor and the execution of a contract, and upon receipt of a written request. This policy shall supersede any proprietary or confidentiality statement to the contrary contained in any bid or proposal received and reviewed in connection with this RFP. Submission of a bid or proposal shall constitute acknowledgment and acceptance of this policy. In addition, please note that the AOPFC reserves the right to defer answers to questions regarding any bid or the status of this RFP until a contract has been executed with the successful vendor.

This RFP does not commit the AOPFC to award a contract or pay any costs incurred in the preparation of a proposal. The AOPFC reserves the right to accept or reject any and all proposals received, to negotiate with any qualified source, or to cancel this RFP in whole or in part if the AOPFC so chooses. The AOPFC may require the vendor selected to participate in negotiations and to submit such price, technical or other revisions of the proposal as may result from negotiations. In addition, any contract that may result from this RFP is specifically conditioned on: (1) said contract receiving the approval of the Administrative Office of the Trial Court; and (2) the availability of funding.

All proposals must be prepared in accordance with this RFP. A proposal may be rejected for failure to conform to its provisions.

The proposal must be signed by an official authorized to bind the vendor. The proposal shall also provide the name(s), title(s), address(es), and telephone number(s) of the individual(s) with authority to negotiate and contractually bind the vendor and who may be contacted during the period of proposal evaluation for the purpose of submitting additional information as necessary.

In addition, each vendor must submit the names, titles, addresses and telephone/fax numbers of three (3) references who may be contacted by the AOPFC regarding the qualifications and prior experience of the vendor.

Proposals shall be submitted in five (5) copies and at least one must contain original signature(s) by an official(s) authorized to bind the vendor. All copies shall be identical. It is the sole responsibility of the vendor to see that his bid is received before the deadline. All proposals must be in writing. Telegraphic, facsimile, oral or telephonic proposals, modifications or notices of intent to bid or propose will be of no force or effect. In submitting a proposal, the vendor agrees that the entire proposal remains valid for sixty (60) days. This period may be extended by mutual agreement.

In order to be considered, a proposal **must be submitted** in the following manner:

- A. Five (5) copies of the **Technical Proposal (Attachment B)** in correct proposal format shall be submitted in one (1) envelope to the address on page one (1) of this RFP. The envelope will be clearly marked as "**Technical Proposal.**"
- B. Five (5) copies of the **Pricing Proposal (Attachment C)** shall be submitted to the same address in a separate, sealed envelope. This envelope will be clearly marked as "**PRICING PROPOSAL - DO NOT OPEN.**"

Vendors are cautioned that **absolutely no pricing or cost information of any kind** is to be included in their Technical Proposal. Pricing and cost information may **only** be submitted in the Pricing Proposal. **VENDORS ARE ADVISED THAT IF ANY PRICING OR COST INFORMATION IS INCLUDED IN THEIR TECHNICAL PROPOSAL, THE AOPFC RESERVES THE RIGHT TO REJECT SAID PROPOSAL AS NON-RESPONSIVE.**

Interested vendors are hereby informed that after the Technical Proposal evaluations have been completed, Pricing Proposals will be opened **ONLY** for those submissions determined by the AOPFC to be finalists. The AOPFC reserves the right to proceed no further with a proposal or submission deemed not sufficiently responsive and/or otherwise not conforming to the provisions of this RFP.

CAUTION: VENDORS ARE CAUTIONED TO CAREFULLY READ AND CONFORM TO THE REQUIREMENTS OF THIS SPECIFIC RFP. PLEASE DO NOT ASSUME THAT YOUR RECOLLECTIONS FROM PREVIOUS PROCUREMENTS BY THE TRIAL COURT ARE CORRECT, COMPLETE OR RELEVANT TO THIS RFP.

PRICING INFORMATION: The **total cost** shall be stated **only** in the vendor's Pricing Proposal. Said costs shall be valid for ninety (90) days after the closing date for submissions and may be extended beyond that time by mutual agreement. Any proposed item, specification or service for which no cost is explicitly stated in the vendor's Pricing Proposal shall be deemed available to the Commonwealth at no additional cost. By submitting a Pricing Proposal, the

vendor certifies that the cost of labor and materials, overhead rates, general and administrative expenses and/or rates of profit by which the cost of the vendor's Pricing Proposal has been determined do not exceed either generally accepted industry standards or the rates charged to other customers for the same or substantially similar services.

Participation in this RFP is contingent upon vendor adherence to the terms of the procurement process herein as well as the submission of proposals prepared in accordance with the provisions of this RFP. Please be sure you understand these provisions as failure to fully comply are grounds for rejection of a submitted proposal. However, the AOPFC reserves the right to waive any informality in a submitted proposal or to reject any and all proposals at any stage of the procurement process.

ANTICIPATED EXPENDITURES, FUNDING OR COMPENSATION FOR EXPECTED DURATION OF CONTRACT: The contract will have a Maximum Obligation Amount up to Ten Thousand and 00/100 Dollars (\$10,000.00). Federal grant funds have been allocated to the Supreme Judicial Court of Massachusetts through an application to the Department of Health and Human Services.

SELECTION CRITERIA: Selection of the successful vendor will be based on the following factors:

1. The vendor meets the guidelines and conditions of this RFP;
2. Confidence that the vendor can perform as required;
3. The vendor must meet the specifications required of this RFP;
4. Financial and organizational stability. Vendors shall include in their proposal such financial documentation as they believe sufficient to establish their financial capability. The AOPFC reserves the right to request additional information to assure itself of a bidder's financial status. Vendors shall include the following information in their proposal: the number of years they have been in business; the size of their company; number of employees; number of offices; etc.;
5. Reference checks that are acceptable/satisfactory to the AOPFC; and
6. Reasonableness of cost structure and superior economic value.

(Note that the numerical order of these factors does not denote relative importance.)

The AOPFC reserves the right to consider such other relevant factors as it deems appropriate in

order to make the best possible contract that will be the best value to the Commonwealth.

The AOPFC may award a contract based upon offers received, without additional submissions from the vendor. Accordingly, each bid should be submitted on the terms most favorable to the AOPFC.

It is the policy of the Trial Court that contracts be awarded only to responsive and responsible vendors. In order to qualify as responsive, the vendor must respond to all requirements of this RFP in a complete and thorough manner without varying the terms of the RFP except where permitted to do so. **All exceptions to this RFP or the specifications contained herein must be clearly stated in the vendor's proposal.** If a vendor departs from the technical performance or service specifications of this RFP, explicit reference to the specifications at issue, by specification number, must be made and recommendations and justifications for each departure detailed. In the absence of such exceptions, the vendor's proposal will be presumed to have met the specifications. If later evaluation determines this not to be the case, at the option of the AOPFC, this will be sufficient grounds for rejection of the entire proposal or cancellation of the contract for nonperformance if a contract was executed with the vendor.

In order to qualify as responsible, the vendor must: (1) have adequate financial resources for the successful implementation of this project; (2) have the necessary experience, organization, technical qualifications, skills and facilities; (3) have a satisfactory record of performance; and (4) be able to comply with the requirements of federal and state law relative to Equal Employment Opportunity.

Please see **Attachment A**, which is attached hereto and is hereby incorporated into this RFP, for the **SCOPE OF SERVICES for developing standards for evaluations and report writing for guardians ad litem/evaluators.**

The vendor must list three (3) customer references, preferably within Massachusetts, who can be contacted with regard to the services proposed. Name, address and telephone number of the contact person should be provided. **See Attachment B.**

Attached to this RFP are the following: **Attachments B and C**, which are the **BID SUBMISSION** sheets (for the **separate** Technical and Pricing Proposals) to be submitted by the vendor with their bid proposal.

VENDOR'S ACCEPTANCE

The undersigned is a duly authorized representative of the vendor listed below. The undersigned acknowledges that all of the terms and conditions of this RFP are mandatory. The undersigned agrees that the RFP will be incorporated into and made part of any contract resulting from the vendor's proposal. The undersigned further agrees to all the terms and conditions of the **Commonwealth Terms and Conditions, the Commonwealth Standard Contract form** and the **additional standard Trial Court contract provisions. ATTACHED AS APPENDIX A.**

Vendor: _____
(Printed Name of Vendor)

Signature of: _____
(Duly Authorized Representative of the Vendor)

Signatory: _____
(Printed Name & Title of Above Signatory)

Date: _____

ATTACHMENT A**SCOPE OF SERVICES****STANDARDS FOR EVALUATIONS AND REPORT WRITING
FOR GUARDIANS AD LITEM/EVALUATORS PURSUANT TO
G.L. c. 215, § 56A****1. PURPOSE**

By this Request for Proposals (RFP), the Administrative Office of the Probate and Family Court (hereinafter referred to as “AOPFC”) is soliciting bid responses from qualified vendors to serve as the Lead Agency, Person or Persons to develop comprehensive standards for evaluations and report writing for guardians ad litem as further described in this document in accordance with the specifications and conditions contained herein.

Guardians ad litem/evaluators are mental health professionals with at least three years experience serving as guardians ad litem/evaluators under **Category E** as defined by the Probate and Family Court Administrative Office pursuant to Supreme Judicial Court Rule 1:07, Fee Generating Appointments. Guardians ad litem who are qualified to receive appointments under **Category E** pursuant to Supreme Judicial Court Rule 1:07 are appointed by judges of the Probate and Family Court Department to evaluate the allegations raised in any proceeding including child welfare, divorce, custody, visitation, paternity, guardianship, adoption and termination of parental rights cases pending in the court involving allegations of, for example, unfitness, child sexual abuse, domestic violence and substance abuse which arise in care, custody and child access cases. The guardian ad litem is required to report in writing to the court the results of the evaluation, and such report is open to inspection by all parties or their attorneys in such proceedings. It is important that the guardian ad litem’s report contain a thorough evaluation of the person(s) and allegations and demonstrate an awareness of certain facts concerning any issues of racial, ethnic, cultural or gender issues which may be present in a family history.

The focus of this bid will be to select a Lead Agency, Person or Persons that will examine existing standards including the Standards for Guardians Ad Litem/Investigators pursuant to **Category F**, as well as those from other states and agencies, while considering the appropriate Massachusetts statutory, court rules and case law mandates and develop comprehensive standards relating to the evaluations and reports of particular allegations that are being evaluated by guardians ad litem.

The RFP seeks the development of standards to guide and the capacity to train guardians ad litem across the state in conducting evaluation services and producing written reports in a uniform manner.

2. SPECIFICATIONS

A. SERVICES TO BE PROVIDED

The Administrative Office of the Probate and Family Court expects the Lead Agency, Person or Persons to provide the following services:

- i. to examine materials including the Standards for Guardians Ad Litem/Investigators pursuant to **Category F**, and any relevant data and materials promulgated by other states and organizations regarding evaluations and report writing of guardians ad litem;
- ii. to develop comprehensive standards that will direct guardians ad litem who are qualified to receive appointments under **Category E** pursuant to Supreme Judicial Court Rule 1:07 as to how to evaluate person(s) and the allegations raised and write a report of any proceeding pending in the court relating to or involving questions as to the care, custody, or maintenance of minor children;
- iii. to interact with court personnel;
- iv. to coordinate meetings with designees of the Administrative Office of the Probate and Family Court regarding the progress of the services to be provided; and,
- v. to develop a training module and curriculum materials that are easily modifiable by trainers incorporating the new standards for evaluations and report writing to be used to orientate the mental health professionals receiving these appointments under **Category E** pursuant to Supreme Judicial Court Rule 1:07 as well as judges, court staff, and attorneys as to the use of the standards.

B. Materials

- i. All materials developed under this RFP will belong to the AOPFC, that is, the provider will not maintain a proprietary interest.
- ii. the successful vendor must agree to cooperate with a review committee appointed by the AOPFC and submit a draft of their materials by **May 21, 2004**, for review and comment by the committee. The final product is to be submitted no later than **August 31, 2004**. AOPFC reserves the right to negotiate fiscal adjustments as part of the performance evaluation.

3. SUBMISSION OF RESPONSES

- A.** Provide a narrative description of your agency including the type of services presently offered, as well as information regarding your primary consumer.
- B.** Provide information about how standards for guardians ad litem evaluations and report writing in the Probate and Family Court will fit within the organizational structure of your agency as well as the type of services offered.
- C.** Describe any special expertise your program offers based on experience or training.

- D.** Describe your agency's experience in new program development.
- E.** Provide a written staffing plan for those persons who will be involved in the development of the requested standards and attach their resumes listing their educational and professional experience. **See Attachment B.**
- F.** A detailed description of the time line outlining the development of the standards, training module and curriculum materials that will be submitted in draft form no later than **May 21, 2004** and the final product no later than **August 31, 2004.**
- G.** Please specify who will be the actual writers of the standards and provide a recent (not more than 5 years old) writing sample for each potential author.
- H.** Please specify the depth of experience that each potential author has in the following areas:
 - 1. Expertise or specialties related to substance abuse, sexual abuse, mental illness, domestic violence, and disabilities, including learning disabilities;
 - 2. Depth of experience with or expertise with immigrant, non-English speaking populations and use of interpreters;
 - 3. Depth of experience with indigent and pro se litigants;
 - 4. Number of years of service as a guardian ad litem and how many cases each potential author has been appointed to;
 - 5. Depth of experience conducting psychological testing;
 - 6. Depth of experience as a therapist or counselor for children, parents, families.
- I.** Please feel free to add other information which you believe may assist in the evaluation of your application.

4. ADDITIONAL REQUIREMENTS

In order to provide standards for guardians ad litem evaluations and report writing in the Probate and Family Court, the vendor agrees to assign and make available the key personnel listed in this Bid Response. The vendor shall submit an itemized budget for the project period **March 29, 2004 through August 31, 2004** containing a brief justification for each budgeted item. **See Attachment C.** All expenses to provide standards for guardians ad litem evaluations and report writing in the Probate and Family Court shall be included in this rate.

ATTACHMENT B

BID SUBMISSION - TECHNICAL PROPOSAL

**for developing standards for evaluations and report writing for guardians ad
litem/evaluators**

(Use Additional Sheets, as necessary)

***ABSOLUTELY NO COSTS, FEES OR HOURLY RATES
ARE PERMITTED ON THIS TECHNICAL PROPOSAL***

KEY PERSONNEL AND QUALIFICATIONS

The vendor agrees to assign and make available the following Key Personnel in order to undertake the “**SCOPE OF SERVICES**” pursuant to the attached **REQUEST FOR PROPOSALS (RFP)** for **developing standards for evaluations and report writing for guardians ad litem/evaluators**.

The vendor agrees to provide said personnel as needed and as requested and approved by the AOPFC. Resumes of the below listed Key Personnel are attached to this Proposal.

PROPOSAL NARRATIVE

The vendor shall provide a written narrative explaining its proposal and its qualifications to provide the services required by this RFP. Its narrative shall include a general description of the vendor, including its size, date of organization, and provide a description of the expertise the vendor offers based upon experience and training with projects that are similar in nature. The vendor shall also identify all resources that it will require, if any, in order to perform the services as required by this RFP.

LIST OF REFERENCES

At least three (3) are required.

1. Client Name:
 Contact Person:
 Title of Contact:
 Telephone #:
 Fax #:

2. Client Name:
 Contact Person:
 Title of Contact:
 Telephone #:
 Fax #:

3. Client Name:
 Contact Person:
 Title of Contact:
 Telephone #:
 Fax #:

4. Client Name:
 Contact Person:
 Title of Contact:
 Telephone #:
 Fax #:

SIGNATURE

PRINTED NAME OF SIGNATORY

TITLE

DATE

ATTACHMENT C**BID SUBMISSION - PRICING PROPOSAL****for developing standards for evaluations and report writing for guardians ad
litem/evaluators****(Use Additional Sheets, as necessary)****BUDGET SUMMARY**

In order to provide services to develop standards for evaluations and report writing for GAL/Evaluators, the vendor agrees to assign and make available the Key Personnel listed in this Proposal. The vendor also proposes the following BUDGET SUMMARY. This budget shall be based upon the following rates/billing basis **during the term March 29, 2004 through August 31, 2004**. Except as noted below, all expenses to provide these services shall be included in this rate.

Bills shall be submitted by the vendor to the AOPFC in two (2) installments. The first bill shall be submitted once the draft materials are presented to the AOPFC on or before June 30, 2004, and the second bill shall be submitted once the final product is presented to the AOPFC on or before August 31, 2004. **ALL BILLS MUST BE DATED AND SUBMITTED TO THE AOPFC NO LATER THAN AUGUST 31, 2004.**

All bills for payment under this agreement shall include a detailed accounting and evidence of the time spent and out-of-pocket expenses incurred for work authorized under this agreement in a form and detail acceptable to the AOPFC. This evidence shall include, without limitation, for each bill, daily worksheets specifying the tasks performed under this agreement by each employee or agent of the vendor; the time spent by each such person; the billable rate; and an itemization of all out-of-pocket expenses.

Payments shall be made to the vendor by the AOPFC within forty-five (45) days after the receipt of a bill acceptable to the AOPFC detailing the actual number of hours worked by each named individual; the work performed; and the approved out-of-pocket expenses (listed below) incurred for the period billed, in accordance with the requirements of the agreement between the vendor and the AOPFC.

BUDGET SUMMARY

STAFF	\$ _____
EQUIPMENT	\$ _____
MISC. SUPPLIES	\$ _____
OTHER	\$ _____
	\$ _____
	\$ _____

TOTAL AMOUNT OF BID PROPOSAL \$ _____

JUSTIFICATION FOR BUDGET ITEMS

STAFF: _____

EQUIPMENT: _____

MISC. SUPPLIES: _____

OTHER: _____

SIGNATURE

PRINTED NAME OF SIGNATORY

TITLE

DATE

ADDITIONAL TERMS

1. **MANNER OF PAYMENT.** Payment under this agreement shall be made by the AOPFC to the CONTRACTOR upon submission of proper detailed and itemized invoices which are acceptable to the Administrative Office of the Probate and Family Court (hereinafter "AOPFC") for the services rendered by the CONTRACTOR. The format of said invoices shall be as determined by the AOPFC.

ALL INVOICES MUST BE DATED AND SUBMITTED TO THE AOPFC NO LATER THAN AUGUST 31, 2004.

The CONTRACTOR shall include a budget summary with each monthly invoice. Such budget summary shall list a cost category, a total amount budgeted for operating expenses, and actual costs incurred to date. Actual costs to date shall include those expenditures submitted on the latest monthly invoice.

1. **DEFAULT.** Notwithstanding any other provision of this agreement, the AOPFC may immediately suspend or terminate this agreement or not make payment to the CONTRACTOR on the occurrence of any of the following events:
 - a. If the CONTRACTOR fails to establish and maintain a current and adequate accounting system (in particular, regarding any fees collected by the CONTRACTOR) in accordance with generally accepted accounting practices and standards;
 - b. If the CONTRACTOR has made any misrepresentation of a material nature to the AOPFC in its request for payment under this agreement or in respect to any document submitted under this agreement; and/or
 - c. If the CONTRACTOR defaults without sufficient cause with respect to any of the provisions of this agreement.
2. **OWNERSHIP OF EQUIPMENT.** The CONTRACTOR agrees and acknowledges that any and all equipment purchased for the CONTRACTOR with any Federal, Commonwealth or Court fees or funds is and shall remain the property of the Massachusetts Trial Court. The CONTRACTOR further agrees and acknowledges that upon the completion or termination of this agreement any and all rights and interests (including title) that the CONTRACTOR may have in said equipment shall be immediately transferred from the CONTRACTOR to the Massachusetts Trial Court.
3. **PERSONNEL. QUALIFICATION & HIRING -** THE CONTRACTOR shall publicly advertise any positions which must be hired as a result of this agreement and shall make efforts to attract minority candidates and persons fluent in languages in addition to English for positions resulting from this agreement.

SUPERVISION - The CONTRACTOR shall be responsible for the daily supervision of its services to the TRIAL COURT and agrees to cooperate with the TRIAL COURT, the AOPFC and the Justices of the Trial Court in carrying out its duties under this agreement.

EVALUATION - The CONTRACTOR shall be responsible for the

competency of all personnel employed or assigned under this agreement and shall evaluate the background and experience of said personnel. The CONTRACTOR shall keep on file the names, addresses, and description of background/experience of its staff and shall provide this information to the AOPFC upon request. The CONTRACTOR shall likewise provide information to the AOPFC regarding any change in personnel hired by or associated with the CONTRACTOR to implement this agreement.

4. **AVAILABILITY OF FUNDING.** This agreement and any extension or amendment thereto, and performance hereunder, is subject to the availability, and the continued availability, of funding from the Commonwealth of Massachusetts. The determination as to whether said funding is available shall be solely within the judgment of the AOPFC.
5. **RECORD KEEPING.** The CONTRACTOR shall maintain books, records and other compilations of data pertaining to the performance of the provisions and requirements of this agreement to the extent and in such detail as shall properly substantiate claims for payment under this agreement. All such records shall be retained for a period of seven (7) years. The retention period shall start on the first day after the termination of this agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the CONTRACTOR shall retain all records until completion of the action and resolution of all issues which arise from it, or until the end of the retention period, whichever is later.

APPENDIX A